

# Exhibit C

## Declaration of Lindsey Gauthier

**IN THE UNITED STATES DISTRICT COURT FOR THE  
EASTERN DISTRICT OF MISSOURI  
SOUTHEASTERN DIVISION**

GARY KESLER,	)	
	)	
REBECCA SUE KESLER	)	
	)	
ERIC KESLER	)	Case No. _____
	)	
CHAD KESLER	)	(Removed from the 35 <sup>th</sup> Judicial Circuit,
	)	the Circuit Court of Stoddard County, MO,
DONNA SUE TAYLOR, AS TRUSTEE OF	)	Case No. 23SD-CC00071)
THE GARY LEE & REBECCA SUE	)	
KESLER REVOCABLE LIVING TRUST	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
TYSON FOODS, INC.,	)	
TYSON CHICKEN, INC.	)	
TYSON SALES &	)	
DISTRIBUTION, INC.	)	
	)	
MARK AVERY	)	
	)	
KRISTI SANDERS	)	
Defendants.	)	

**DECLARATION OF LINDSEY GAUTHIER**

I, Lindsey Gauthier, hereby declare as follows:

1. I am a citizen of the United States, over the age of 18, and competent to testify as to the matters contained in this Declaration.
2. I have personal knowledge of the facts set forth in this Declaration, or I have knowledge of such facts based upon corporate records I have reviewed. Such corporate records are maintained in the regular course of business.

3. I am employed by a Tyson entity as Senior Controller. I am familiar with the Historical Grower Pay for Tyson's facility in Dexter, MO.

4. **Exhibit A** is a true and accurate copy of the Historical Grower Pay from January 1, 2022 to December 31, 2022 for the following farms: (1) Kesler 1 & 2 (Grower #6514); (2) Kesler 3 & 4 (Grower #6515); (3) Kesler 8 Houses (Grower #6082); and (4) Kesler 6 Houses (Grower #6083).

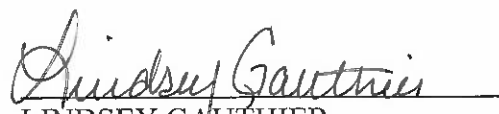
5. **Exhibit A** is a true and accurate copy of the money that was paid to the listed Kesler farms for the calendar year of 2022.

6. I am familiar with the Broiler Production Contracts executed at the Dexter, MO facility.

7. **Exhibit B** is a true and accurate copy of the Broiler Production Contracts between Gary Kesler and Tyson Chicken, Inc. for "Kesler 8 Houses" (Grower #6082) and "Kesler 6 Houses" (Grower #6083).

Pursuant to 28 U.S.C. §1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed on September 21, 2023.

  
LINDSEY GAUTHIER

# Exhibit A

## Historical Grower Pay for 2022

TYSON OF DEXTER, MO

GAUTHIERL

Historical Grower Pay For Selected Dates

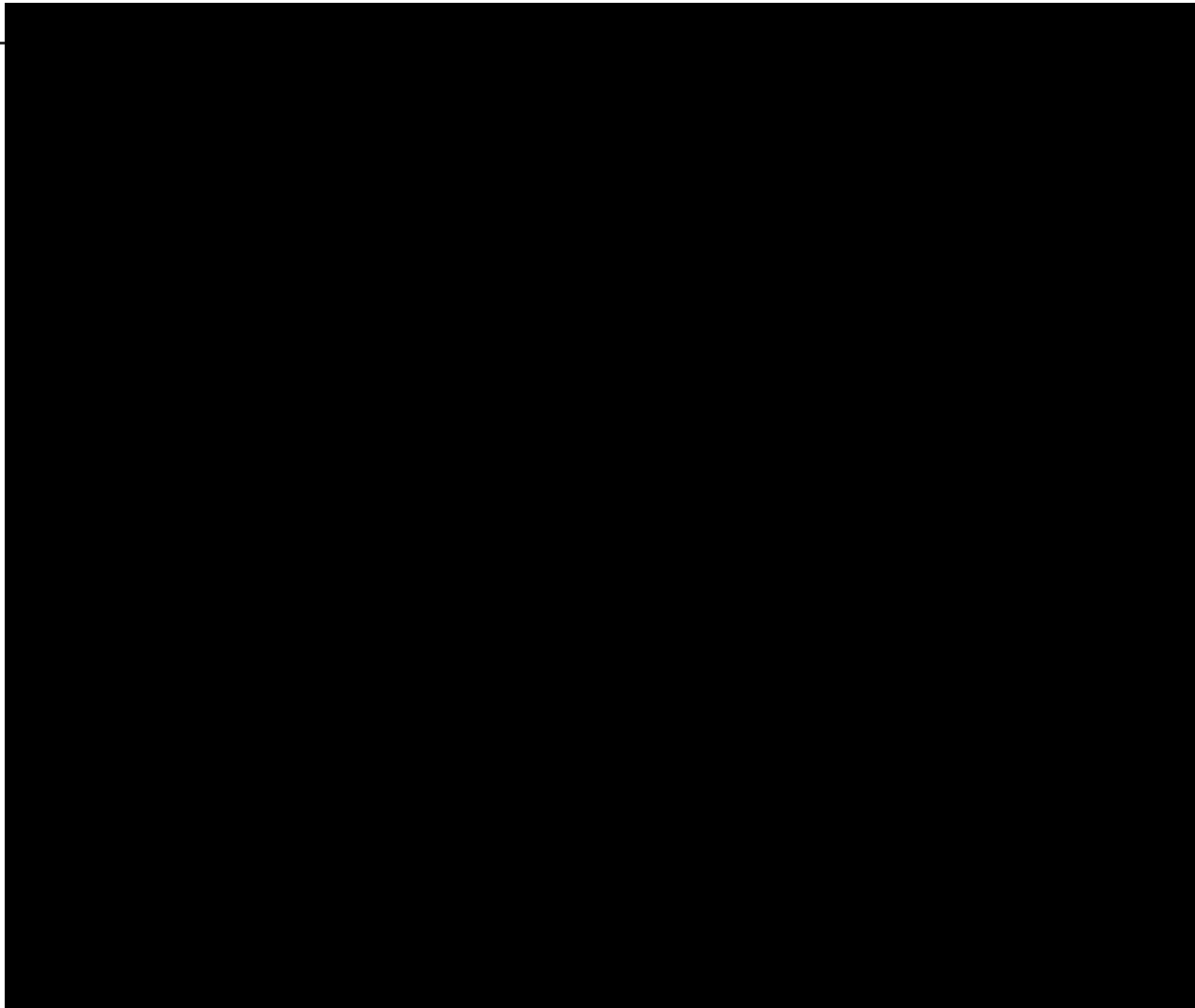
From: 01/01/2022 To: 12/31/2022

Complex: [REDACTED] DEXTER, MO COMPLEX

Center: [REDACTED] DEXTER BROILER DIVISION

Grwr#	Name
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6083	KESLER 6 HOUSES
------	-----------------



TYSON OF DEXTER, MO

GAUTHIERL

Historical Grower Pay For Selected Dates

From: 01/01/2022 To: 12/31/2022

Complex: [REDACTED] DEXTER, MO COMPLEX

Center: [REDACTED] DEXTER BROILER DIVISION

Grwr#	Name
-------	------

6082	KESLER 8 HOUSES
------	-----------------



TYSON OF DEXTER, MO

Historical Grower Pay For Selected Dates

From: 12/11/2021 To: 01/01/2023

MILLERMORGA0

Complex: [REDACTED] DEXTER, MO COMPLEX

Center: [REDACTED] DEXTER HEN DIVISION

Grower# Name

6514 KESLER 1 & 2

[REDACTED]	
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TYSON OF DEXTER, MO

Historical Grower Pay For Selected Dates

From: 12/11/2021 To: 01/01/2023

MILLERMORGA0

Complex: [REDACTED] DEXTER, MO COMPLEX

Center: [REDACTED] DEXTER HEN DIVISION

Grower# Name

[REDACTED]	
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MILLERMORGA0



# Exhibit B

## Broiler Production Contracts







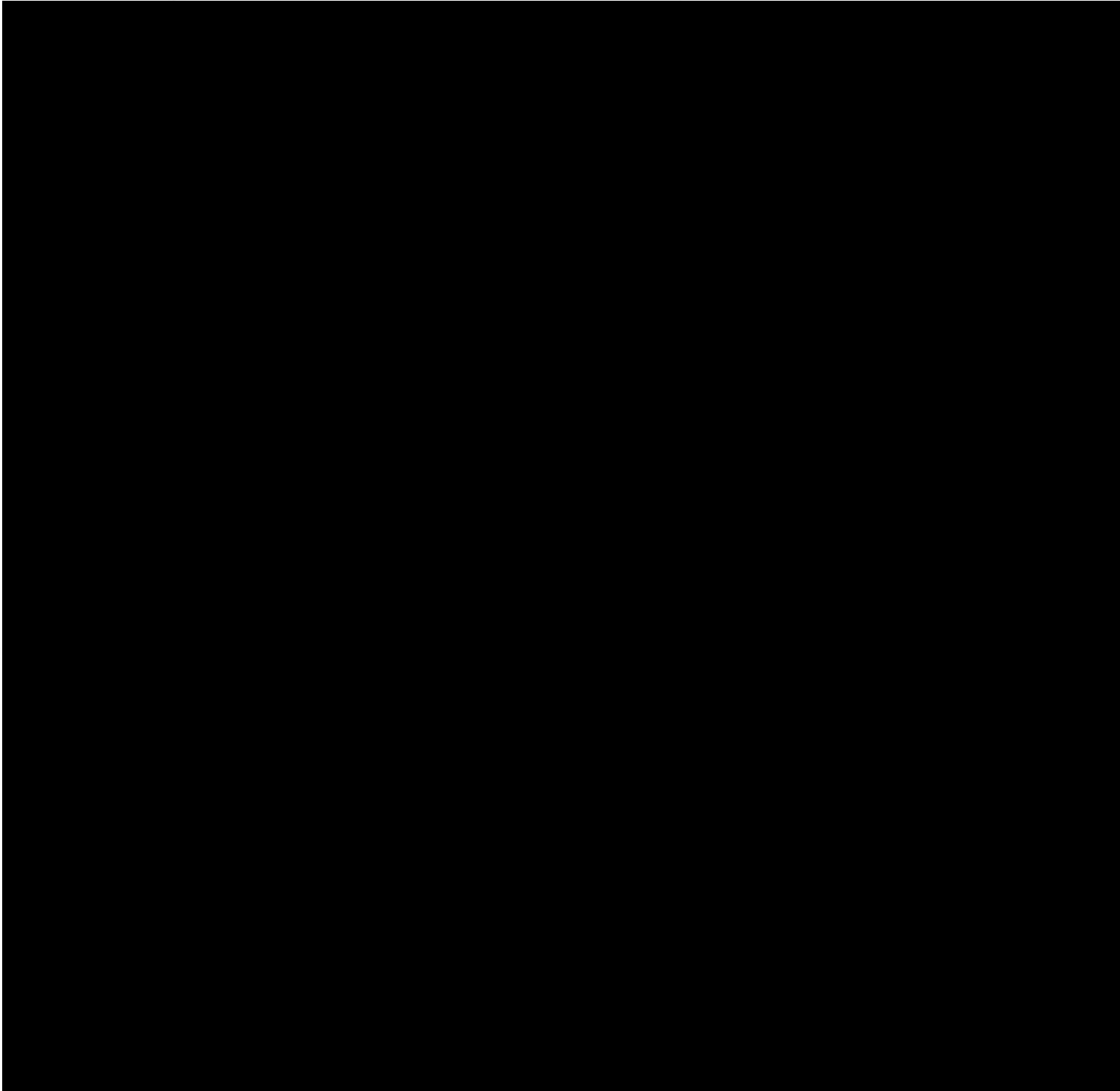




**BROILER PRODUCTION CONTRACT**  
**DEXTER**

THIS CONTRACT is entered into by and between TYSON CHICKEN, INC., (referred to hereinafter as "Company"), and Gary Kesler (#6082 - 8 House Farm), (referred to hereinafter as "Producer"), whose  
(Producer or Legal Entity Name)  
farm address is 1199 County Hwy 445, Oran, MO 63771.

COMPANY DESIRES THE LAWFUL, EFFICIENT PRODUCTION OF MARKETABLE, TARGET-WEIGHT, AND PROCESSIBLE BROILER CHICKENS ("BROILERS"); AND, PRODUCER DESIRES TO PRODUCE BROILERS PURSUANT TO THE TERMS AND CONDITIONS OF THIS CONTRACT. THEREFORE, IN CONSIDERATION OF THEIR MUTUAL RIGHTS AND OBLIGATIONS DESCRIBED BELOW, COMPANY AND PRODUCER AGREE AS FOLLOWS:



**8. Independent Contractor.**

Producer is engaged in and is exercising independent employment. Producer is an independent contractor and may join any organization or association of Producer's choice. Producer is not a partner, agent, or employee of, or joint venturer with, Company.

**9. Termination.**

- A.** In addition to the right to cancel this Contract set forth in Paragraph 1, Producer has the right to terminate this Contract at any time with no less than ninety (90) days written notice. Company has the right to terminate this Contract upon default by Producer. The following constitute events of default by Producer:
- i.** Use of abusive or threatening language with or threat of physical harm to Company's representatives.
  - ii.** Endangering the health or welfare of Company's chickens, or altering or supplementing Company's feed, medication, or administration schedule(s).
  - iii.** Selling, collateralizing, or in any manner encumbering or preventing access of Company to Company's chickens, feed, or medication.
  - iv.** Failure to comply with any provision of this Contract, including but not limited to compliance with all applicable environmental and litter management laws, rules, regulations, and ordinances, and all requirements and programs contained in the attached Schedules.
- B.** Company will give notice of default to Producer. If Company exercises its right to terminate this Contract, Company will provide a written termination notice that will become effective 90 days from the date thereof. Upon default, Company may take immediate possession of Company's chickens, feed, and medication without further notice, delay, or legal process. Company shall have the right to utilize Producer's house(s) containing Company's chickens to complete the production of Broilers at the expense of Producer. Company shall not be obligated to deliver chickens to Producer subsequent to providing notice of default. No waiver by Company of any default will operate as a waiver of any other default, and Company's rights and remedies are cumulative and not exclusive of any other right provided by law or equity.

**10. Duration.**

The terms and conditions of this Contract will begin on [REDACTED] and, unless terminated by Producer or Company, shall conclude on [REDACTED] ("the scheduled conclusion"). If Producer is housing Company's chickens on the scheduled conclusion, the duration of this Contract shall further extend until Broilers at Producer's facility are picked up by Company.

**11. Assignment.**

Producer may assign this Contract only with the written consent of Company. Upon providing notice in writing to Producer, Company may assign this Contract.

**12. Entire Agreement.**

This Contract, including the attached Schedules, contains the entire agreement between Producer and Company regarding the production of Broilers. This Contract supersedes all prior agreements between Producer and Company. **Producer understands and agrees that no agent, servant, or employee of Company has authority to make any oral modification of this Contract. Modification of this Contract may only be accomplished by written instrument fully executed by Producer and an authorized representative of Company.**

EXECUTED ON 12-5-2018.

**PRODUCER:**

[Signature]  
 Producer Signature  
 Owner  
 Title

859 County Hwy 442, Oran, MO 63771

Mailing Address

Telephone(s)

**TYSON CHICKEN, INC.**

[Signature]  
 Company Signature  
 Complex Manager  
 Title

PO Box 547 Dexter, MO 63841

Address

Telephone

























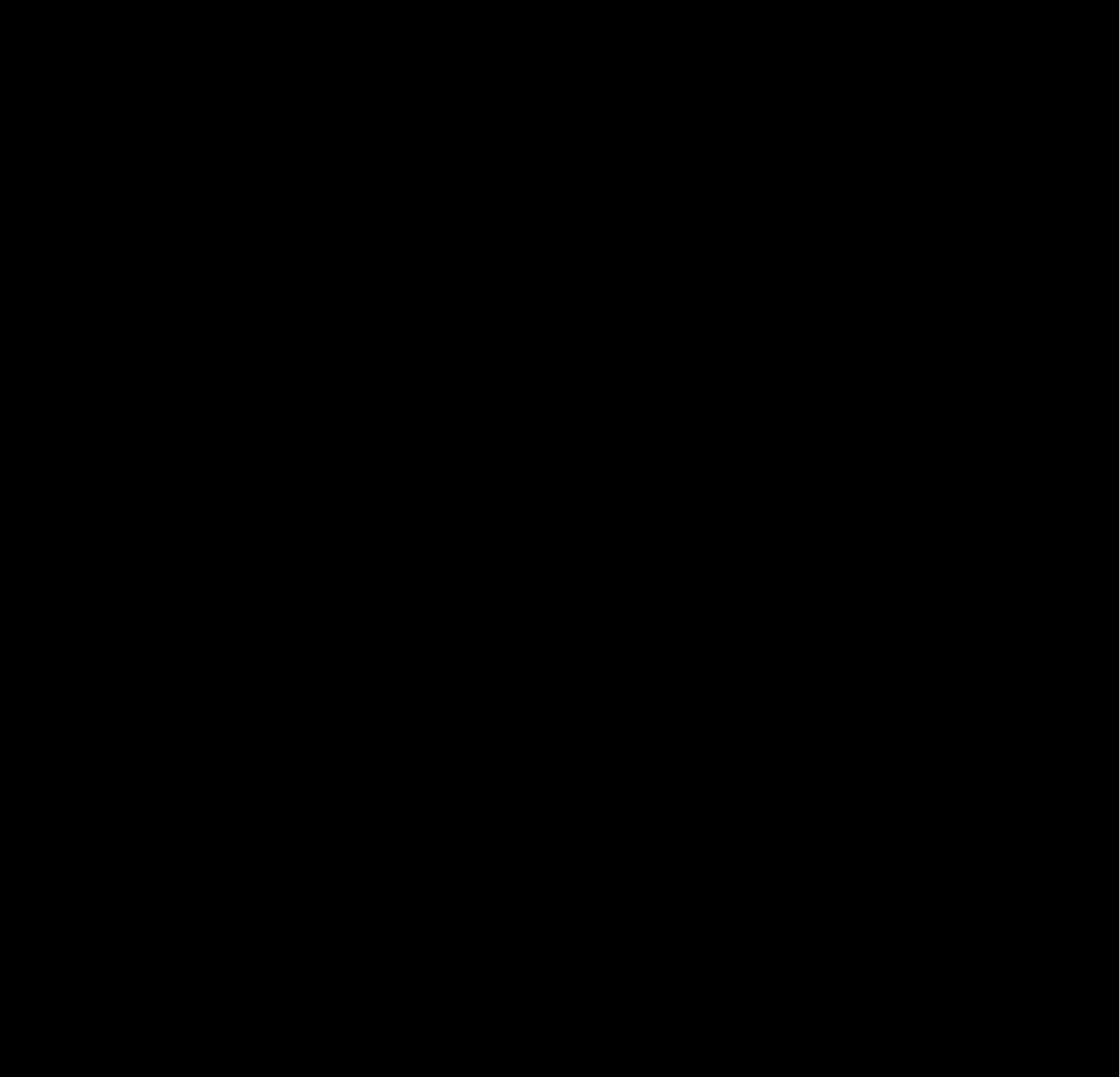




**BROILER PRODUCTION CONTRACT**  
**DEXTER**

THIS CONTRACT is entered into by and between TYSON CHICKEN, INC., (referred to hereinafter as "Company"), and Gary Kesler (#6083 - 6 House Farm), (referred to hereinafter as "Producer"), whose  
(Producer or Legal Entity Name)  
farm address is 1740 County Hwy 445, Oran, MO 63771.

COMPANY DESIRES THE LAWFUL, EFFICIENT PRODUCTION OF MARKETABLE, TARGET-WEIGHT, AND PROCESSIBLE BROILER CHICKENS ("BROILERS"); AND, PRODUCER DESIRES TO PRODUCE BROILERS PURSUANT TO THE TERMS AND CONDITIONS OF THIS CONTRACT. THEREFORE, IN CONSIDERATION OF THEIR MUTUAL RIGHTS AND OBLIGATIONS DESCRIBED BELOW, COMPANY AND PRODUCER AGREE AS FOLLOWS:



**8. Independent Contractor.**

Producer is engaged in and is exercising independent employment. Producer is an independent contractor and may join any organization or association of Producer's choice. Producer is not a partner, agent, or employee of, or joint venturer with, Company.

**9. Termination.**

- A. In addition to the right to cancel this Contract set forth in Paragraph 1, Producer has the right to terminate this Contract at any time with no less than ninety (90) days written notice. Company has the right to terminate this Contract upon default by Producer. The following constitute events of default by Producer:
- i. Use of abusive or threatening language with or threat of physical harm to Company's representatives.
  - ii. Endangering the health or welfare of Company's chickens, or altering or supplementing Company's feed, medication, or administration schedule(s).
  - iii. Selling, collateralizing, or in any manner encumbering or preventing access of Company to Company's chickens, feed, or medication.
  - iv. Failure to comply with any provision of this Contract, including but not limited to compliance with all applicable environmental and litter management laws, rules, regulations, and ordinances, and all requirements and programs contained in the attached Schedules.
- B. Company will give notice of default to Producer. If Company exercises its right to terminate this Contract, Company will provide a written termination notice that will become effective 90 days from the date thereof. Upon default, Company may take immediate possession of Company's chickens, feed, and medication without further notice, delay, or legal process. Company shall have the right to utilize Producer's house(s) containing Company's chickens to complete the production of Broilers at the expense of Producer. Company shall not be obligated to deliver chickens to Producer subsequent to providing notice of default. No waiver by Company of any default will operate as a waiver of any other default, and Company's rights and remedies are cumulative and not exclusive of any other right provided by law or equity.

**10. Duration.**

The terms and conditions of this Contract will begin on [REDACTED] and, unless terminated by Producer or Company, shall conclude on [REDACTED] ("the scheduled conclusion"). If Producer is housing Company's chickens on the scheduled conclusion, the duration of this Contract shall further extend until Broilers at Producer's facility are picked up by Company.

**11. Assignment.**

Producer may assign this Contract only with the written consent of Company. Upon providing notice in writing to Producer, Company may assign this Contract.

**12. Entire Agreement.**

This Contract, including the attached Schedules, contains the entire agreement between Producer and Company regarding the production of Broilers. This Contract supersedes all prior agreements between Producer and Company. **Producer understands and agrees that no agent, servant, or employee of Company has authority to make any oral modification of this Contract. Modification of this Contract may only be accomplished by written instrument fully executed by Producer and an authorized representative of Company.**

EXECUTED ON 12-5-2018.

**PRODUCER:**

*Harry Kester*  
 Producer Signature  
 Owner  
 Title

1740 County Hwy 445, Oran, MO 63771

Mailing Address

Telephone(s)

**TYSON CHICKEN, INC.**

*Mark C.*  
 Company Signature  
 Complex Manager  
 Title

PO Box 547 Dexter, MO 63841

Address

Telephone















